

SECRET

OSA-4543-65
24 November 1965

MEMORANDUM FOR: Chief, Contracts Division, OSA
SUBJECT: Contract No. BB-425, Task Order No. 2

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1. Our records indicate that subject contract was completed as of 28 May 1965, and that final payment was made 28 May 1965. Following is a summary of cost:

<u>Amount Obligated</u>	<u>Amount Paid</u>	<u>Balance</u>
\$32,649.83	\$32,649.83	- 0 -

2. We are using this memorandum as a basis for closing this contract.

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Chief, Budget & Finance Branch
OSA-DD/S&T

CONCURE:

, 25X1A

Chief, Contracts Division, OSA

**CONTAINS SENSITIVE
COMPARTMENTED INFORMATION**

DOCUMENT NO. _____
NO CHANGE IN CLASS.
 DECLASSIFIED
CLASS. CHANGED TO: TS S C 2011
NEXT REVIEW DATE: _____
AUTH: HR 10-2
DATE: 9 JUL 1987 REVIEWER: 064540

SECRET

SPECIAL HANDLING

OSPA-2311-62
COPY 1 OF 4

SHC62-9031-343

Copy # 1

FINAL SETTLEMENT PROPOSAL

CONTRACT BB-425, TASK ORDER #2

NOVEMBER 5, 1962

SPECIAL HANDLING

SPECIAL HANDLING

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thru 5/25/62

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SPECIAL HANDLING

SPECIAL HANDLINGRELEASERContract No. BB-425, T.O. #2

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 Pursuant to the terms of Contract No. BB-425, T.O. #2 and in consideration of the sum of thirty-three thousand nine hundred ninety dollars (\$ 33,990) which has been or is to be paid under the said contract to [REDACTED] (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the United States of America (hereinafter called the Government) does remise, release and discharge the Government, their officers, agents and employees of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

- None -

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Government to third parties arising out of the performance of the said contract which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Government within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Government and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 7th day of November, 1962.

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BY [REDACTED]

TITLE Vice Pres.

I, [REDACTED], certify that I am the Secretary (Official Title) of the corporation named as contractor in the foregoing release; that [REDACTED]

[REDACTED], who signed said release on behalf of the Contractor, was then Vice President (Official Title) of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

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SPECIAL HANDLING

Approved For Release 2001/07/28 : CIA-RDP66B00728R000100020007-0

ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

Contract No. BB-425, T.O. #2

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Pursuant to the terms of Contract No. BB-425, T.O. #2 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, [REDACTED] 25X1A

[REDACTED] (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the United States of America (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due, or which may become due, and to promptly forward to the Government checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 8th day of November, 1962. J/K

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BY [REDACTED]

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TITLE Vice Pres.

I, [REDACTED], certify that I am the Secretary (Official Title) of the corporation named as Contractor in the foregoing assignment; that [REDACTED], who signed said assignment on behalf of the Contractor, was then Vice President (Official Title) of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate power.

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(CORPORATE SEAL)

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CERTIFICATION FOR PERCENTAGE OF COMPLETION

(Task Order No. 2, Contract BB425)

I hereby certify that the percentage of completion of work called for in Contract Task Order No. 2 to BB425, as determined by estimate made and approved by me, was not less than 37% as of 5 April 1962.

By:

Title: Project Manager

Dated: October 12, 1962

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SPECIAL HANDLING

DEPARTMENT OF DEFENSE
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SETTLEMENT PROPOSAL FOR COST-REIMBURSEMENT TYPE CONTRACTS

Form Approved
Budget Bureau No. 22-R070

To be used by prime contractors submitting termination claims on cost-reimbursement type contracts under Section VIII of the Armed Services Procurement Regulation. Also suitable for use in connection with terminated cost-reimbursement type subcontracts.

COMPANY STREET AND CITY AND		PROPOSAL NUMBER GOVERNMENT PRIME CONTRACT NO.	CHECK ONE <input type="checkbox"/> PARTIAL <input checked="" type="checkbox"/> FINAL REFERENCE NO.
		BB-425, T.O. #2 EFFECTIVE DATE OF TERMINATION	
ITEM a	TOTAL PREVIOUSLY SUBMITTED b	INCREASE OR DECREASE BY THIS PROPOSAL c	TOTAL SUBMITTED TO DATE d
1. DIRECT MATERIAL			
2. DIRECT LABOR			
3. INDIRECT FACTORY EXPENSE			
4. DIES, JIGS, FIXTURES AND SPECIAL TOOLS			
5. OTHER COSTS			
6. GENERAL AND ADMINISTRATIVE EXPENSE			
7. TOTAL COSTS (Items 1 thru 6)			
FEE			
SETTLEMENT EXPENSES			
10. SETTLEMENTS WITH SUBCONTRACTORS			
11. GROSS PROPOSED SETTLEMENT (Items 7 thru 10)			
12. DISPOSAL AND OTHER CREDITS			
13. NET PROPOSED SETTLEMENT (Items 11 less 12)			
14. PREVIOUS PAYMENTS TO CONTRACTOR			
15. NET PAYMENT REQUESTED (Item 13 less 14)			

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CERTIFICATE

THE UNDERSIGNED, INDIVIDUALLY AND AS AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR, CERTIFIES THAT HE HAS EXAMINED THIS SETTLEMENT PROPOSAL AND THAT, TO THE BEST OF HIS KNOWLEDGE AND BELIEF:

(1) **AS TO CONTRACTOR'S OWN CHARGES** - THE PROPOSED SETTLEMENT (exclusive of charges set forth in Item 10) AND SUPPORTING SCHEDULES AND EXPLANATIONS HAVE BEEN PREPARED FROM THE BOOKS OF ACCOUNT AND RECORDS OF THE CONTRACTOR IN ACCORDANCE WITH THE TERMS OF THE CONTRACT; THEY INCLUDE ONLY THOSE CHARGES ALLOCABLE TO THE TERMINATED CONTRACT; THEY HAVE BEEN PREPARED WITH KNOWLEDGE THAT THEY WILL, OR MAY, BE USED DIRECTLY OR INDIRECTLY AS THE BASIS OF SETTLEMENT OF A CLAIM OR CLAIMS AGAINST THE UNITED STATES OR AN AGENCY THEREOF; AND THE CHARGES AS STATED ARE FAIR AND REASONABLE.

(2) **AS TO SUBCONTRACTORS' CHARGES** - (a) THE CONTRACTOR HAS EXAMINED, OR CAUSED TO BE EXAMINED, TO AN EXTENT IT CONSIDERED NECESSARY IN THE CIRCUMSTANCES, THE CLAIMS OF ITS IMMEDIATE SUBCONTRACTORS (exclusive of claims filed against such immediate subcontractors by their subcontractors); (b) THE SETTLEMENTS ON ACCOUNT OF IMMEDIATE SUBCONTRACTORS' OWN CHARGES ARE FAIR AND REASONABLE, SAID CHARGES ARE ALLOCABLE TO THE TERMINATED PORTION OF THIS CONTRACT AND SAID SETTLEMENTS WERE NEGOTIATED IN GOOD FAITH AND ARE NOT MORE FAVORABLE TO ITS IMMEDIATE SUBCONTRACTORS THAN THOSE WHICH THE CONTRACTOR WOULD MAKE IF REIMBURSEMENT BY THE GOVERNMENT WERE NOT INVOLVED; (c) THE CONTRACTOR HAS RECEIVED FROM ALL ITS IMMEDIATE SUBCONTRACTORS APPROPRIATE CERTIFICATES WITH RESPECT TO THEIR CLAIMS, WHICH CERTIFICATES ARE SUBSTANTIALLY IN THE FORM OF THIS CERTIFICATE; AND (d) THE CONTRACTOR HAS NO INFORMATION LEADING IT TO DOUBT (i) THE REASONABILITY OF THE SETTLEMENTS WITH MORE REMOTE SUBCONTRACTORS OR (ii) THAT CHARGES FOR THEM ARE ALLOCABLE TO THIS CONTRACT. UPON RECEIPT BY THE CONTRACTOR OF AMOUNTS COVERING SETTLEMENTS WITH ITS IMMEDIATE SUBCONTRACTORS, THE CONTRACTOR WILL PAY OR CREDIT THEM PROMPTLY WITH THE AMOUNTS SO RECEIVED, TO THE EXTENT THAT IT HAS NOT PREVIOUSLY DONE SO. THE TERM SUBCONTRACTOR AS USED ABOVE INCLUDES SUPPLIERS.

NAME OF CONTRACTOR	BY (Signature of authorized official)	25X1A
	TITLE	DATE
NAME OF SUPERVISORY ACCOUNTING OFFICIAL	TITLE	

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